

EXHIBIT 1

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

JAMES RAMSEY,

CIVIL DIVISION

Plaintiff,

ELECTRONICALLY FILED

vs.

Case No. GD-21-003772

MIDLAND CREDIT MANAGEMENT, INC.,

Defendant.

COMPLAINT IN CIVIL ACTION

Filed on Behalf of Plaintiff:
James Ramsey

Counsel of Record for this Party:

J.P WARD & ASSOCIATES, LLC

Joshua P. Ward
Pa. I.D. No. 320347

The Rubicon Building
201 South Highland Avenue
Suite 201
Pittsburgh, PA 15206

Telephone: (412) 545-3015
Fax No.: (412) 540-3399
E-mail: JWard@JPWard.com

NOTICE TO DEFEND

YOU HAVE BEEN SUED IN COURT. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. If you do not have a lawyer, go to or telephone the office set forth below. This office can provide you with information about hiring a lawyer. **IF YOU CANNOT AFFORD TO HIRE A LAWYER,** this office may be able to provide you with information about agencies that may offer legal service to eligible persons at a reduced fee or no fee:

LAWYER REFERRAL SERVICE
11TH FLOOR KOPPERS BUILDING,
436 SEVENTH AVENUE
PITTSBURGH, PENNSYLVANIA 15219
TELEPHONE: (412) 261-5555

HEARING NOTICE YOU HAVE BEEN SUED IN COURT. The above Notice to Defend explains what you must do to dispute the claims made against you. If you file the written response referred to in the Notice to Defend, a hearing before a board of arbitrators will take place in the Compulsory Arbitration Center. Report to the Arbitration Assembly Room, Courtroom Two, Seventh Floor City-County Building, 414 Grant Street, Pittsburgh, Pennsylvania 15219, on _____, 2021, at 9:00 A.M.

IF YOU FAIL TO FILE THE RESPONSE DESCRIBED IN THE NOTICE TO DEFEND, A JUDGMENT FOR THE AMOUNT CLAIMED IN THE COMPLAINT MAY BE ENTERED AGAINST YOU BEFORE THE HEARING. DUTY TO APPEAR AT ARBITRATION HEARING IF ONE OR MORE OF THE PARTIES IS NOT PRESENT AT THE HEARING, THE MATTER MAY BE HEARD AT THE SAME TIME AND DATE BEFORE A JUDGE OF THE COURT WITHOUT THE ABSENT PARTY OR PARTIES. THERE IS NO RIGHT TO A TRIAL DE NOVO ON APPEAL FROM A DECISION ENTERED BY A JUDGE.

NOTICE: You must respond to this complaint within twenty (20) days or a judgment for the amount claimed may be entered against you before the hearing. If one or more of the parties is not present at the hearing, the matter may be heard immediately before a judge without the absent party or parties. There is no right to a trial de novo on appeal from a decision entered by a judge.

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

JAMES RAMSEY,

CIVIL DIVISION

Plaintiff,

ELECTRONICALLY FILED

vs.

Case No. GD-21-003772

MIDLAND CREDIT MANAGEMENT, INC.,

Defendant.

COMPLAINT

AND NOW, comes Plaintiff, James Ramsey, by and through the undersigned counsel, J.P Ward & Associates, LLC and, specifically, Joshua P. Ward, Esquire, who files the within Complaint in Civil Action against Defendant, Midland Credit Management, Inc., of which the following is a statement:

PARTIES

1. Plaintiff, James Ramsey (hereinafter “James Ramsey”), is an adult individual who currently resides at 303 Norwood Drive, Beaver Falls, Pennsylvania 15010.

2. Defendant, Midland Credit Management, Inc., (hereinafter “Midland Credit Management”), is a corporation with its principal place of business located at 350 Camino De La Reina, San Diego, California 92108.

JURISDICTION AND VENUE

3. Jurisdiction is proper as Plaintiff brings this lawsuit under the Fair Debt Collection Practices Act, 15 U.S.C.A. § 1692, *et seq.* (hereinafter, the “FDCPA”).

4. Venue is proper pursuant to Pa.R.C.P. 2179(a)(2) because Defendant regularly conducts business in Allegheny County, Pennsylvania, and because Defendant is subject to general jurisdiction of Allegheny County, Pennsylvania.

PROCEDURAL HISTORY AND FACTUAL ALLEGATIONS

5. On December 17, 2019, Midland Credit Management, filed a Civil Complaint against James Ramsey in Magisterial District Court at Docket Number: MJ-36302-CV-0000143-2019. A true and correct of the Magisterial District Docket is attached hereto, made a part hereof, and marked as Exhibit "A".

6. In response to the aforesaid lawsuit, James Ramsey engaged The Law Firm of Fenters Ward for representation.

7. On March 9, 2020, The Law Firm of Fenters Ward served Midland Credit Management with a letter (hereinafter, the "First Dispute Letter") wherein Midland Credit Management was informed of the disputed nature of any and all alleged debts and that James Ramsey was represented by counsel. A true and correct copy of the First Dispute Letter is attached hereto, made a part hereof, and marked as Exhibit "B".

8. This First Dispute Letter stated that James Ramsey "denie[d] owing Midland Credit Management, Inc. any amount of money" and informed Midland Credit Management, Inc. that James Ramsey disputed any and all "Debts" Midland Credit Management claimed to possess. See Exhibit "B".

9. "Debts" as defined within the First Dispute Letter delineated and included "any related debt(s) and/or credit account(s) your company [Midland Credit Management] claims to have, sold, purchased and/or assigned from yourself, another creditor, debt buyer or other entity as of the date of this letter. See Exhibit "B".

10. Within the letter, Midland Credit Management was directed to cease and desist from contacting James Ramsey directly. See Exhibit "B".

11. On March 9, 2020, The Law Firm of Fenters Ward filed an Entry of Appearance and an Intent to Defend on James Ramsey's behalf. True and correct copies of the Entry of Appearance and Notice of Intent to Defend are attached hereto, made a part hereof, and marked as Exhibit "C".

12. On or about April 15, 2020, Midland Credit Management mailed documentation to James Ramsey in an attempt to collect upon an alleged debt. A true and correct copy of the collection letter is attached hereto, made a part hereof, and marked as Exhibit "D".

13. On or about May 27, 2020, Midland Credit Management mailed documentation to James Ramsey in an attempt to communicate about the collection of an alleged debt. See Exhibit "D".

14. On or about August 19, 2020, Midland Credit Management mailed documentation to James Ramsey in an attempt to collect upon an alleged debt. See Exhibit "D".

15. On or about September 30, 2020, Midland Credit Management mailed documentation to James Ramsey in an attempt to collect upon an alleged debt. See Exhibit "D".

16. On or about December 28, 2020, Midland Credit Management mailed documentation to James Ramsey in an attempt to collect upon an alleged debt. See Exhibit "D".

17. On or about February 9, 2021, Midland Credit Management mailed documentation to James Ramsey in an attempt to collect upon an alleged debt. See Exhibit "D".

18. On or about May 5, 2021, Midland Credit Management once again mailed documentation to James Ramsey in an attempt to collect upon an alleged debt. See Exhibit "D".

19. Midland Credit Management communicated with James Ramsey despite the March 9, 2020 First Dispute Letter specifically delineating James Ramsey's representation by The Law

Firm of Fenters Ward and its direction to cease and desist any further communication with James Ramsey as it relates to the collection “Debts[.]” See Exhibit “B”.

20. Midland Credit Management was aware of James Ramsey’s representation by The Law Firm of Fenters Ward from the First Dispute Letter mailed to Midland Credit Management and by the Magisterial District court proceedings. See Exhibits “A” and “B”.

21. Midland Credit Management failed to engage in any communicative efforts with The Law Firm of Fenters Ward pertaining to James Ramsey. Therefore, The Law Firm of Fenters Ward did not fail to respond within a reasonable amount of time to a communication from Midland Credit Management.

22. The Law Firm of Fenters Ward did not consent to any direct client communications with Midland Credit Management or its agents or legal representatives.

23. Midland Credit Management violated 15 U.S.C.A. § 1692c(a)(2) when it communicated directly with James Ramsey, in an attempt to collect an alleged debt, despite its knowledge of James Ramsey’s representation by The Law Firm of Fenters Ward.

COUNT I
VIOLATION OF THE FDCPA, 15 U.S.C.A. § 1692, et seq.

24. Plaintiff incorporates the allegations contained in the paragraphs, above, as if fully set forth at length herein.

25. There is abundant evidence of the use of abusive, deceptive, and unfair debt collection practices by many debt collectors. Abusive debt collection practices contribute to the number of personal bankruptcies, to marital instability, to the loss of jobs, and to invasions of individual privacy. 15 U.S.C.A. 1692(a).

26. The purpose of the FDCPA is to “eliminate abusive debt collection practices by debt collectors, to ensure that those debt collectors who refrain from using abusive debt collection

practices are not competitively disadvantaged, and to promote consistent State action to protect consumers against debt collection abuses.” 15 U.S.C.A. § 1692(e).

27. James Ramsey is a “consumer” as defined by § 1692a(3) of the FDCPA.

28. Midland Credit Management is a “debt collector” as defined by § 1692a(6) of the FDCPA.

29. Upon information and belief, the alleged “debt” arises out of an alleged transaction entered into primarily for personal, family, or household purposes. “The term ‘debt’ means any obligation or alleged obligation of a consumer to pay money arising out of a transaction in which the money, property, insurance, or services which are the subject of the transaction are primarily for personal, family, or household purposes, whether or not such obligation has been reduced to judgment.” 15 U.S.C.A. § 1692a(5).

30. The Third Circuit has held that the FDCPA is to be enforced by private attorney generals. *Weiss v. Regal Collections*, 385 F.3d 337, 345 (3d. Cir. 2004).

31. Section 1692c(a)(2) of the FDCPA provides:

Without the prior consent of the consumer given directly to the debt collector or the express permission of a court of competent jurisdiction, a debt collector may not communicate with a consumer in connection with the collection of any debt--if the debt collector knows the consumer is represented by an attorney with respect to such debt and has knowledge of, or can readily ascertain, such attorney's name and address, unless the attorney fails to respond within a reasonable period of time to a communication from the debt collector or unless the attorney consents to direct communication with the consumer.

15 U.S.C.A. § 1692c(a)(2)

32. On March 9, 2020, The Law Firm of Fenters Ward served Midland Credit Management with the First Dispute Letter informing Midland Credit Management of its representation of James Ramsey. See Exhibit “B”.

33. The First Dispute Letter specifically delineated that Midland Credit Management was to “cease and desist any further communications with my client [James Ramsey] as it relates to the collection of ‘Debts.’” See Exhibit “B”.

34. “Debts” as defined within the First Dispute Letter delineated and included “any related debt(s) and/or credit account(s) your company [Midland Credit Management] claims to have, sold, purchased and/or assigned from yourself, another creditor, debt buyer or other entity as of the date of this letter.” See Exhibit “B”.

35. On March 9, 2020, The Law Firm of Fenters Ward filed an Entry of Appearance and an Intent to Defend Notice on James Ramsey’s behalf. See Exhibit “C”.

36. On or about April 15, 2020, Midland Credit Management mailed James Ramsey documentation relating to the collection of the alleged debt. See Exhibit “D”.

37. On or about May 27, 2020, Midland Credit Management mailed documentation to James Ramsey in an attempt to collect upon an alleged debt. See Exhibit “D”.

38. On or about August 19, 2020, Midland Credit Management mailed documentation to James Ramsey in an attempt to collect upon an alleged debt. See Exhibit “D”.

39. On or about September 30, 2020, Midland Credit Management mailed documentation to James Ramsey in an attempt to collect upon an alleged debt. See Exhibit “D”.

40. On or about December 28, 2020, Midland Credit Management mailed documentation to James Ramsey in an attempt to collect upon an alleged debt. See Exhibit “D”.

41. On or about February 9, 2021, Midland Credit Management mailed documentation to James Ramsey in an attempt to collect upon an alleged debt. See Exhibit “D”.

42. On or about May 5, 2021, Midland Credit Management once again mailed documentation to James Ramsey in an attempt to collect upon an alleged debt. See Exhibit “D”.

43. Midland Credit Management possessed knowledge of James Ramsey's representation by The Law Firm of Fenters Ward from the First Dispute Letter mailed to Midland Credit Management. See Exhibit "B".

44. Midland Credit Management, additionally, possessed knowledge of James Ramsey's representation by The Law Firm of Fenters Ward from the Magisterial District Court proceedings and the related Magisterial documents. See Exhibit "A".

45. Midland Credit Management possessed knowledge of the name and address of The Law Firm of Fenters Ward through the First Dispute Letter and the Magisterial Court proceedings. See Exhibits "A" and "B".

46. Alternatively, Midland Credit Management could have readily ascertained the name and address of The Law Firm of Fenters Ward from either reviewing the First Dispute Letter or from reviewing the Magisterial Court docket or related documents produced by the Magisterial Court proceedings. See Exhibits "A" and "B".

47. Midland Credit Management failed to engage in any communicative efforts with The Law Firm of Fenters Ward pertaining to James Ramsey. Therefore, The Law Firm of Fenters Ward did not fail to respond within a reasonable amount of time to a communication from Midland Credit Management.

48. The Law Firm of Fenters Ward did not consent to any direct client communications with Midland Credit Management or its agents or legal representatives.

49. A court of competent jurisdiction did not provide Midland Credit Management with the express permission to communicate with James Ramsey.

50. Midland Credit Management therefore violated 15 U.S.C.A. § 1692c(a)(2) when it communicated directly with James Ramsey despite its knowledge of James Ramsey's representation by The Law Firm of Fenters Ward.

51. Section 1692d of the FDCPA provides, in relevant part: "A debt collector may not engage in any conduct the natural consequence of which is to harass, oppress, or abuse any person in connection with the collection of a debt."

52. Here, the only natural consequence of Midland Credit Management's acts of communicating directly with James Ramsey was to harass, oppress, and abuse James Ramsey.

53. As such, Midland Credit Management's conduct, as set forth above, violated 15 U.S.C.A § 1692d of the FDCPA.

54. Section 1692k(a) of the FDCPA provides, in relevant part:

...any debt collector who fails to comply with any provision of this subchapter with respect to any person is liable to such person in an amount equal to the sum of – (1) any actual damages sustained by such person as the result of such failure; (2)(A) in the case of any action by an individual, such additional damages as the court may allow, but not exceeding \$1,000; and (3) in the case of any successful action to enforce the foregoing liability, the costs of the action, together with a reasonable attorney's fee as determined by the court."

15 U.S.C.A. § 1692k(a).

55. As a direct and proximate result of Midland Credit Management's violations of the FDCPA, as set forth above, James Ramsey has suffered annoyance, anxiety, embarrassment, emotional distress, and severe inconvenience.

WHEREFORE, Plaintiff, James Ramsey, respectfully requests that this Honorable Court enter judgment in their favor and against Defendant, Midland Credit Management, Inc., and enter an award of monetary damages as described herein, not in excess of arbitration limits, including an award for actual damages, statutory damages pursuant to 15 U.S.C.A. §1692k(a), costs and

attorney's fees pursuant to 15 U.S.C.A. § 1692k(a), and such other and further relief as this Honorable Court deems just and proper.

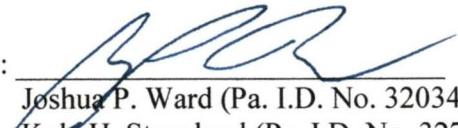
JURY TRIAL DEMANDED UPON APPEAL OR REMOVAL.

Respectfully submitted,

J.P. WARD & ASSOCIATES, LLC

Date: June 22, 2021

By:


Joshua P. Ward (Pa. I.D. No. 320347)
~~Kyle H. Steenland~~ (Pa. I.D. No. 327786)

The Rubicon Building
201 South Highland Avenue
Suite 201
Pittsburgh, PA 15206

Counsel for Plaintiff

EXHIBIT A

Magisterial District Judge 36-3-02**DOCKET**

Docket Number: MJ-36302-CV-0000143-2019

**Civil Docket**

Midland Credit Management, Inc.

v.

James Ramsey

Page 1 of 2

CASE INFORMATION

<u>Judge Assigned:</u>	Magisterial District Judge C. Douglas Loughner	<u>File Date:</u>	12/17/2019
<u>Claim Amount:</u>	\$1,721.79	<u>Case Status:</u>	Active
<u>Judgment Amount:</u>		<u>County:</u>	Beaver

CALENDAR EVENTS

<u>Case Calendar</u>	<u>Schedule</u>			<u>Judge Name</u>	<u>Schedule</u>
<u>Event Type</u>	<u>Start Date</u>	<u>Start Time</u>	<u>Room</u>		<u>Status</u>
Civil Action Hearing	01/16/2020	2:00 pm	Courtroom: MDJ-36-3-02	Magisterial District Judge C. Douglas Loughner	Continued
Civil Action Hearing	03/04/2020	2:15 pm	Courtroom: MDJ-36-3-02	Magisterial District Judge C. Douglas Loughner	Continued
Civil Action Hearing	03/26/2020	2:15 pm	Courtroom: MDJ-36-3-02	Magisterial District Judge C. Douglas Loughner	Continued
Civil Action Hearing	05/12/2020	2:00 pm	Courtroom: MDJ-36-3-02	Magisterial District Judge C. Douglas Loughner	Continued
Civil Action Hearing	06/03/2020	2:05 pm	Courtroom: MDJ-36-3-02	Magisterial District Judge C. Douglas Loughner	Scheduled

CASE PARTICIPANTS

<u>Participant Type</u>	<u>Participant Name</u>	<u>Address</u>
Defendant	Ramsey, James	Beaver Falls, PA 15010
Plaintiff	Midland Credit Management, Inc.	Philadelphia, PA 19113

DISPOSITION SUMMARY

<u>Docket Number</u>	<u>Plaintiff</u>	<u>Defendant</u>	<u>Disposition</u>	<u>Disposition Date</u>

Magisterial District Judge 36-3-02**DOCKET**

Docket Number: MJ-36302-CV-0000143-2019

Civil Docket

Midland Credit Management, Inc.

v.

James Ramsey

Page 2 of 2

ATTORNEY INFORMATION**Private**Name: Joshua Paul Ward, Esq.Representing: Ramsey, JamesCounsel Status: Active - Entry of AppearanceSupreme Court No.: 320347Phone No.: 724-504-2702Address: The Law Firm Of Fenters Ward
201 S Highland Ave Ste 201
Pittsburgh, PA 15206Entry of Appearance Filed Dt: 03/09/2020Withdrawal of Entry of Appearance Filed Dt:**Private**Name: Daniel Joseph Santucci, Esq.Representing: Midland Credit Management, Inc.Counsel Status: Active - Entry of AppearanceSupreme Court No.: 092800Phone No.: 866-300-8750Address: Midland Credit Management, Inc.
1 International Plaza
5th Floor
Philadelphia, PA 19113Entry of Appearance Filed Dt: 12/17/2019Withdrawal of Entry of Appearance Filed Dt:**DOCKET ENTRY INFORMATION**

<u>Filed Date</u>	<u>Entry</u>	<u>Eiler</u>	<u>Applies To</u>
03/09/2020	Intent to Defend Filed	James Ramsey	James Ramsey, Defendant
03/09/2020	Entry of Appearance Filed	Joshua Paul Ward, Esq.	James Ramsey, Defendant
03/09/2020	Civil Complaint Successfully Served	Magisterial District Court 36-3-02	James Ramsey, Defendant
02/10/2020	Civil Complaint Issued via Hand Delivery	Magisterial District Court 36-3-02	James Ramsey, Defendant
01/24/2020	Certified Civil Complaint Unclaimed	Magisterial District Court 36-3-02	James Ramsey, Defendant
12/17/2019	Certified Civil Complaint Issued	Magisterial District Court 36-3-02	James Ramsey, Defendant
12/17/2019	Entry of Appearance Filed	Daniel Joseph Santucci, Esq.	Midland Credit Management, Inc., Plaintiff
12/17/2019	Civil Complaint Filed	Midland Credit Management, Inc.	

EXHIBIT B



201 SOUTH HIGHLAND AVE., SUITE 201
PITTSBURGH, PA 15206

BRIAN FENTERS, ESQ.
JOSHUA WARD, ESQ.

MANAGING PARTNERS

412-545-3016 OFFICE
412-540-3399 FAX

March 9, 2020

Midland Credit Management, Inc.,
c/o Daniel Joseph Santucci, Esq.
1 International Plaza 5th FL
Philadelphia, PA 19113

Sent via U.S. Mail

Re: Our Client: James Ramsey
Docket Number: MJ-36302-CV-0000143-2019
Account #'s: xxx

To Whom It May Concern:

Please accept this letter as confirmation of my representation of **James Ramsey** with a current address of **303 Norwood Dr., Beaver Falls, PA 15010**. My representation of the above-mentioned client includes any related debt(s) and/or credit account(s) your company claims to have, sold, purchased and/or assigned from yourself, another creditor, debt buyer or other entity as of the date of this letter (the "Debts"). Please cease and desist any further communications with my client as it relates to the collection of Debts.

According to my client, your company has been reporting the above-referenced accounts to collection and/or credit agencies. My client denies owing **Midland Credit** any amount of money and demands proof of liability, accounting and ownership of these alleged accounts. The proof shall include any agreements and any amendments thereto, any other written or signed documents agreed to by my client, as well as, a complete history of billing statements reflecting how you calculated the current amount claimed, owed, reported to the collection and/or credit agencies and complete copies of any assignment documentation evidencing your ownership rights to the specific accounts.

Pursuant to the Consumer Financial Protection Act (**CFPA**) 12 U.S.C. 5533(a) and the Fair Debt Collection Practices Act (**FDCPA**) 15 U.S.C. § 1692 *et seq.* we request that you provide additional documents related to the Debt you claim is owed by our client:

1. the original account-level documentation reflecting all purchases, payments, or other actual uses of the account;
2. a document signed by our client evidencing the opening of the account forming the basis for the debt;
3. the name of the creditor at the time of charge-off, including the name under which the creditor did business with our client;

4. the last four digits of the account number associated with the debt at the time our client's last monthly account statement, or, if not available, at the time of charge-off; the charge-off balance;
5. ***Midland Credit*** method of calculating any amount claimed in excess of the charge-off balance;
6. a copy of the statement where ***Midland Credit*** offered to provide our client (within 30 days of a written request) with copies of a document signed by our client evidencing the opening of the account forming the basis for the debt; and the original account-level documentation reflecting a purchase, payment, or other actual use of the account.

Please be advised that at all times relative hereto, we are disputing this debt under the FDCPA, FCRA, FCEUA and/or the UTPCPL. **AS SUCH YOU MUST 1) NOTIFY ANY CRAs YOU HAVE FURNISHED INFORMATION TO THAT THIS TRADE LINE IS DISPUTED; 2) YOU MUST CEASE ALL COLLECTION ATTEMPTS AND DELETE THE TRADE LINE UPON FINAL DISMISSAL OF THE DEBT COLLECTION LAWSUIT IF JUDGMENT IS RENDERED IN FAVOR OF DEFENDANT.** You may direct the requested proof to my office at the address listed above. **YOU HAVE THIRTY (30) DAYS TO PROVIDE THE REQUESTED PROOFS.** All future correspondence or contact shall be directed to my office until my office provides written confirmation of termination of legal representation, if such termination should ever occur. **YOU MUST PROVIDE THIS NOTICE TO ANY ASSIGNEE, TRANSFEREE OR SUBSEQUENT OWNER OF THIS OR ANY DEBT. IF YOU FAIL IN ANY OF THESE REGARDS, YOU WILL BE SUBJECT TO LIABILITY UNDER FEDERAL AND STATE CONSUMER PROTECTION LAWS.**

Very Truly Yours,

/s/ Joshua P. Ward, Esq.

Joshua P. Ward, Esq.
Direct Dial: (412) 545-3015
Email: jward@fentersward.com

JPW/slk
cc: James Ramsey



Name and Address of Sender

The Law Firm of Fenters Ward
201 South Highland Ave.
Suite 201
Pittsburgh, PA 15206

USPS Tracking/Article Number

Check type of mail or service

- | | |
|--|---|
| <input type="checkbox"/> Adult Signature Required | <input type="checkbox"/> Priority Mail Express |
| <input type="checkbox"/> Adult Signature Restricted Delivery | <input type="checkbox"/> Registered Mail |
| <input type="checkbox"/> Certified Mail | <input type="checkbox"/> Return Receipt for Merchandise |
| <input type="checkbox"/> Certified Mail Restricted Delivery | <input type="checkbox"/> Signature Confirmation |
| <input type="checkbox"/> Collect on Delivery (COD) | <input type="checkbox"/> Signature Confirmation Restricted Delivery |
| <input type="checkbox"/> Insured Mail | |
| <input type="checkbox"/> Priority Mail | |

Firm Mailing Book For Accountable Mail

Affix Stamp Here
(for additional copies of this receipt).
Postmark with Date of Receipt.



Addressee (Name, Street, City, State, & ZIP Code™)

2. James Ramsey CV-143-19
Intent to Defend
Entry of Appearance
1st Dispute Letter
Paramus, NJ 07054
Midland PreCredit Management
Attn: Daniel J. Santucci
1 International Plaza, 5th Fl
Philadelphia, PA 19113

EXHIBIT C

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF Beaver



**ENTRY OF APPEARANCE
PURSUANT TO PARCPMDJ
207.1(A)**

Mag. Dist. No: 36-3-02
MDJ Name: Honorable C. Douglas Loughner
Address: 19 Cessna Drive
Beaver Falls, PA 15010
Telephone: (724) 770-2003

Midland Credit

v.

James Ramsey

Docket No: CV-143-2019
Case Filed: 12/17/19

TO THE MAGISTERIAL DISTRICT COURT:

Please enter my appearance on behalf of defendant James Ramsey
In the above captioned matter.

Attorney Name: Joshua P. Ward

Supreme Court of Pennsylvania Attorney Identification Number: 320347

Firm Name: The Law Firm of Fenters Ward

Address: 201 South Highland Avenue, Suite 201

City, ST, Zip: Pittsburgh, Pennsylvania 15206

Telephone Number: (412) 545-3016

I certify that this filing complies with the provisions of the Case Records Public Access Policy of the Unified Judicial System of Pennsylvania that require filing confidential information and documents differently than non-confidential information and documents.

/s/ Joshua P. Ward

Signature of Applicant

03/09/20

Date



201 SOUTH HIGHLAND AVE., SUITE 201
PITTSBURGH, PA 15206

BRIAN FENTERS, Esq.

JOSHUA WARD, Esq.

MANAGING PARTNERS

412-545-3016 OFFICE

412-540-3399 FAX

March 9, 2020

Magisterial District Number: 36-3-02

Honorable C. Douglas Loughner
19 Cessna Drive
Beaver Falls, PA 15010
Phone: 724-770-2003
Sent via: Fax 724-843-1322

RE: CV-143-2019. Midland Credit Management, Inc. v James Ramsey

INTENT TO DEFEND NOTICE:

DEFENDANT INTENDS TO ENTER A DEFENSE. PLEASE CONSIDER THIS NOTICE PER Pa. R. Civ. P. MAG DIST J RULE 305(4)(a).

PLEASE NOTIFY THE PLAINTIFF THAT DEFENDANT HAS ENTERED NOTICE TO DEFEND PER Pa. R. Civ. P. MAG DIST J RULE 318.

ALSO, PLEASE UPDATE THE DOCKET TO SHOW THAT DEFENDANT INTENDS TO DEFEND AS WELL AS OUR ENTRY OF APPEARANCE.

Sincerely,

/s/ Joshua P. Ward

Joshua P. Ward, Esquire
PA Bar Number: 320347
Email: JWard@FentersWard.Com
Direct Dial: 1 (412) 545-3015

JPW/slk
Cc: James Ramsey

CERTIFICATE OF SERVICE

I hereby certify that on June 22, 2021, a true and correct copy of the foregoing Complaint in Civil Action was served via first class mail upon the following:

Midland Credit Management, Inc.
350 Camino De La Reina
San Diego, CA 92108

Respectfully Submitted,

J. P. WARD & ASSOCIATES, LLC

By: 
Joshua P. Ward (Pa. I.D. No. 320347)
Kyle H. Steenland (Pa. I.D. No. 327786)

Date: June 22, 2021

J.P. Ward & Associates, LLC
The Rubicon Building
201 South Highland Avenue
Suite 201
Pittsburgh, PA 15206

**CONFIDENTIAL
DOCUMENT FORM**

Case Records Public Access Policy of the Unified Judicial System of Pennsylvania
 204 Pa. Code § 213.81
www.pacourts.us/public-records

JAMES RAMSEY
 (Party name as displayed in case caption)

GD-21-003772
 Docket/Case No.

Vs.

MIDLAND CREDIT MANAGEMENT, INC.
 (Party name as displayed in case caption)

Common Pleas Allegheny
 Court

This form is associated with the pleading titled COMPLAINT, dated June 22, 2021.

Pursuant to the *Case Records Public Access Policy of the Unified Judicial System of Pennsylvania*, the Confidential Document Form shall accompany a filing where a confidential document is required by law, ordered by the court, or is otherwise necessary to effect the disposition of a matter. This form shall be accessible to the public, however the documents attached shall not be publicly accessible, except as ordered by a court. The documents attached will be available to the parties, counsel of record, the court, and the custodian. Please only attach documents necessary for the purposes of this case. Complete the entire form and check all that apply. This form and any additional pages must be served on all unrepresented parties and counsel of record.

Type of Confidential Document	Paragraph, page, etc. where the confidential document is referenced in the filing:
<input checked="" type="checkbox"/> Financial Source Documents	
<input type="checkbox"/> Tax Returns and schedules	
<input type="checkbox"/> W-2 forms and schedules including 1099 forms or similar documents	
<input type="checkbox"/> Wage stubs, earning statements, or other similar documents	
<input checked="" type="checkbox"/> Credit card statements	Exhibit D
<input checked="" type="checkbox"/> Financial institution statements (e.g., investment/bank statements)	Exhibit D
<input type="checkbox"/> Check registers	
<input type="checkbox"/> Checks or equivalent	
<input type="checkbox"/> Loan application documents	
<input type="checkbox"/> Minors' educational records	
<input type="checkbox"/> Medical/Psychological records	
<input type="checkbox"/> Children and Youth Services' records	
<input type="checkbox"/> Marital Property Inventory and Pre-Trial Statement as provided in Pa.R.C.P. No. 1920.33	
<input type="checkbox"/> Income and Expense Statement as provided in Pa.R.C.P. No. 1910.27(c)	
<input type="checkbox"/> Agreements between the parties as used in 23 Pa.C.S. §3105	

I certify that this filing complies with the provisions of the *Case Records Public Access Policy of the Unified Judicial System of Pennsylvania* that require filing confidential information and documents differently than non-confidential information and documents.

/s/ Joshua P. Ward
 Signature of Attorney or Unrepresented Party

06/22/21
 Date

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IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

JAMES RAMSEY,

CIVIL DIVISION

Plaintiff,

ELECTRONICALLY FILED

vs.

Case No. GD-21-003772

MIDLAND CREDIT MANAGEMENT, INC.,

Defendant.

**CONFIDENTIAL EXHIBIT TO
COMPLAINT IN CIVIL ACTION
EXHIBIT D**

Filed on Behalf of Plaintiff:
James Ramsey

Counsel of Record for this Party:
J.P. WARD & ASSOCIATES, LLC

Joshua P. Ward
Pa. I.D. No. 320347

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EXHIBIT D



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